

Jul 01, 2019

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ESTATE OF MARC A. MORENO,
by and through its personal
representative Miguel Angel Moreno;
MIGUEL ANGEL MORENO;
individually; and ALICIA MAGANA
MENDEZ, individually,

Plaintiffs,

v.

CORRECTIONAL HEALTHCARE
COMPANIES, INC.; CORRECT
CARE SOLUTIONS, LLC, OUR
LADY OF LOURDES HOSPITAL
AT PASCO, INC., a Washington
nonprofit corporation doing business
as Our Lady of Lourdes Hospital and
Lourdes Counseling Center;
ASHLEY CASTANEDA,
individually; ANITA VALLEE,
individually,

Defendants.

NO: 4:18-CV-5171-RMP

PROTECTIVE ORDER

In a separate order, the Court granted Defendants' Motion for Protective
Order. The Protective Order is set forth below.

PROTECTIVE ORDER

This Protective Order is issued regarding the production and use of records which are to be produced by defendants Correctional Healthcare Companies, Inc., Correct Care Solutions, LLC, (currently known as “Wellpath LLC”) relating to their clients (hereinafter “Client List”). The following terms will regulate the handling and use of the Client List produced by Correctional Healthcare Companies, Inc., Correct Care Solutions, LLC (hereinafter “CCS”), once received by the Parties and their counsel.

1. Purposes and Limitations. The Court issued its April 9, 2019 Order compelling full and complete responses and answers by CCS to Plaintiff’s discovery requests, including Interrogatory No. 11, which requests information relating to the aforementioned Defendants’ list of clients in 2016. Accordingly, the Court issues this Protective Order. This Order is designed to afford protection from public disclosure of the identity of the clients as identified in the Client List.

2. Access to and Use of Client List

2.1 Basic Principles. The parties may use the Client List that is produced by CCS in connection with this case only for prosecuting, defending, or attempting to settle this litigation. The Client List may be disclosed only to the categories of person and under the conditions described in this agreement. The Client List will not be filed with the court or otherwise made part of the public record. The identity of the clients will not be disclosed in any public filing.

1 2.2 Disclosure of Client List. Unless otherwise ordered by the
2 Court, the parties may disclose the information contained in the Client List only to:

3 (A) The party's counsel of record in this action, as well as employees
4 of counsel to whom it is reasonably necessary to disclose the information for this
5 litigation;

6 (B) Expert witnesses to whom disclosure is reasonably necessary for
7 this litigation;

8 3. Designating Protected Material. Each page of the material to be
9 produced by CCS will be labeled "CONFIDENTIAL" and will be handled in a
10 manner consistent with the terms of this Order.

11 4. Unauthorized Disclosure of Client List. If a party learns that, by
12 inadvertence or otherwise, it has disclosed the Client List to any person or in any
13 circumstance not authorized under this agreement, the disclosing party must
14 immediately (A) notify in writing the opposing party of the unauthorized
15 disclosures, (B) use its best efforts to retrieve all unauthorized copies of the
16 protected material, (C) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this agreement.

18 Plaintiffs may move the Court for relief from this Order with a showing of
19 good cause. Plaintiffs must present a bona fide reason for relief from this Order in
20 a written motion to the Court. Defendants will be given an opportunity to respond
21 to Plaintiffs' motion, if made.

5. Non-Termination. The confidentiality obligations imposed by this agreement shall remain in effect until a Court orders otherwise.

IT IS SO ORDERED. The District Court Clerk is directed to enter this Order and provide copies to counsel.

DATED July 1, 2019.

s/ Rosanna Malouf Peterson
 ROSANNA MALOUF PETERSON
 United States District Judge